

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name and Address of Registrant**

Goldin Solutions Inc.  
928 Broadway, Suite 900  
New York, NY 10010

**2. Registration No.**

6298

**3. Name of Foreign Principal**

Republic of Turkey (through Royal Atlantic LLC)

**4. Principal Address of Foreign Principal**

Embassy of the Republic of Turkey  
2525 Massachusetts Ave., N.W.  
Washington, DC 20008

**5. Indicate whether your foreign principal is one of the following:**

- ☒ Government of a foreign country<sup>1</sup>
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- |                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee             |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group       |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual-State nationality \_\_\_\_\_

**6. If the foreign principal is a foreign government, state:****a) Branch or agency represented by the registrant**

Embassy of the Republic of Turkey, Ministry of Foreign Affairs, Republic of Turkey (through Royal Atlantic LLC)

**b) Name and title of official with whom registrant deals**

Serdar Kilic, H.E. the Ambassador of Turkey to the U.S. (Host of Turkish election event)

**7. If the foreign principal is a foreign political party, state:****a) Principal address****b) Name and title of official with whom registrant deals****c) Principal aim**

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

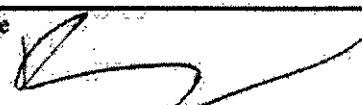
Date of Exhibit A

Name and Title

Signature

6/5/15

Davidson Goldin, Founder



U.S. Department of Justice

Washington, DC 20530

OMB No. 1124-0004; Expires April 30, 2017

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.* for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Goldin Solutions Inc.

2. Registration No.

0298

3. Name of Foreign Principal  
Republic of Turkey (through Royal Atlantic LLC)

**Check Appropriate Box:**

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant has contracted with Royal Atlantic LLC to perform event organization and media relations services, in connection with an event organized by the Embassy of Turkey to the U.S. (Ministry of Foreign Affairs, Republic of Turkey), for audience viewing and a panel discussion of the Turkish election on June 7, 2015. See attached engagement letter, which describes the representation. The engagement letter references a Scope of Work, a draft copy of which is also attached. Please note this was an early draft that was replaced in its entirety with the revised scope of work and fees as described in the final contract.

## 8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Event organization and media relations services; in connection with an event hosted by the Ambassador of Turkey, for audience viewing and a panel discussion of the Turkish election on June 7, 2015. See attached engagement letter, which describes representation. In particular, the Registrant will be engaged in the following activities:

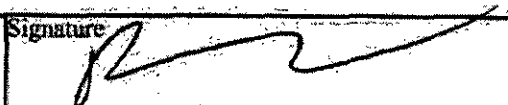
- Event organization, including identifying a venue, arranging technology for livestream of election results, and arranging logistics, catering, and staffing/consultant engagements
- Panelist arrangements, including identifying, securing, and compensating panelists and briefing them on Turkish election
- Media relations, including identifying journalists, sending invitations, providing speakers' biographies, lists of attendees, and event summaries

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B 6/5/15	Name and Title Davidson Goldin, Founder	Signature 
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Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

*MD. G 6/1/15*

Royal Atlantic LLC  
1 Bridge Plaza North Suite 275  
07024 Fort Lee NJ

Fort Lee, June 1, 2015  
(as of May 25, 2015)

Mr. Davidson Goldin  
Goldin Solutions, Inc.  
928 Broadway, Suite 900,  
New York, NY 10010  
United States

Dear David,

My colleagues and I are delighted that you have accepted to be engaged by Royal Atlantic LLC, as a subcontractor for our Client's project and assist us in organising an event in New York, on 7<sup>th</sup> June 2015. If you agree with the terms outlined below, please accept this letter of agreement ("Agreement") to work on our behalf and return one signed copy.

**Parties:** This Agreement is effective June 1, 2015, between Royal Atlantic LLC and Goldin Solutions (the "Agency").

**Scope of Work:** the Agency will provide event organisation and media relations services related to the Client as outlined by the attached Scope of Work Proposal dated May 27 2015.

**Goldin Solutions Team:** Goldin Solutions will designate a team of professionals who will concentrate on our account. David Goldin will lead the Goldin Solutions efforts personally and will report to Ivo Ilic Gabara directly.

**Professional Fees and Expenses:** In consideration for Goldin Solution's services, Royal Atlantic LLC agrees to pay to the Agency a total, all inclusive, fee of US\$ 85,000.00 (US\$ eighty five thousand and zero cents), broken down as follows:

1. Consultants and staffing in the US - US\$ 60,000
2. Technology support for live-streaming of TV feed from Turkey - US\$ 10,000
3. Miscellaneous expenses including production of press materials - US\$ 10 000
4. Foreign Agent Registration Act compliance/legal fees - US\$ 5,000
5. Note: this assignment does not include issues advocacy, nor lobbying, nor development of "information materials (as defined by U.S. Foreign Agent Registration Act), nor advertising

**Invoicing:**

6/1/15

2

1. **Professional Fees:** An invoice for US\$ 50,000.00 (US\$ fifty thousand and zero cents) is to be issued and is due upon the execution of this Agreement. A second invoice for the remaining US\$ 35,000.00 (US\$ thirty five thousand and zero cents) will be issued and due upon completion of the project.

**Indemnification:** The Agency agrees that, Royal Atlantic LLC nor any of its employees, directors, shareholders, officers, agents, representatives or controlling persons, shall have any liability to the Agency arising out of or related to the terms or provisions of this Agreement. The Agency further agrees that it will indemnify, defend and hold harmless Royal Atlantic LLC, its directors, shareholders, officers, agents and employees from and against any and all liabilities, claims, losses, judgments, damages and/or expenses (including reasonable attorneys' fees and expenses as well as settlement costs) that occur during or arising out of the performance of this Agreement by the Agency.

**Confidentiality:** Goldin Solutions recognizes that in the course of its work, it will become aware of information, practices or policies, which the Client wish kept confidential. The Agency agrees to maintain that confidentiality and will not disclose to any outside party the information either during the period of the Agreement or afterwards, to the extent permitted by law.

**Choice of Law:** All disputes, controversies, claims or differences which arise between the parties out of or in connection to this Agreement shall be settled by reference to the laws of New York.

**Entire Understanding:** This Agreement contains the entire understanding between the parties. Amendment, modification or waiver of this Agreement may be accomplished with a written instrument signed by both parties.

Please sign this Agreement and return to us at your earliest convenience. No hard copies will follow. We look forward to working with you.

Royal Atlantic LLC

By:



Date: 1<sup>st</sup> June 2015

Goldin Solutions



By: Davidson Goldin, Founder

Davidson Goldin  
Goldin Solutions, Inc.  
Date: 1<sup>st</sup> June 2015

Please note this is an early draft that was replaced in its entirety with the revised scope of work and fees as described in the final contract. The scope of work has been revised in the final contract to remove/revise the terms as circled below:

GOLDIN • SOLUTIONS

**TURKEY ELECTION NYC PANEL & MEDIA EVENT SCOPE OF WORK**

**DG 6/5/15**

**Assignment**

Arrange forum for audience viewing & and panel discussion of Turkish election on June 7<sup>th</sup> as well as U.S. media coverage of the election, including:

- Strategy development
- Media relations
- Livestream of election results and analysis
- Audience accommodating 150 participants
- Panel of experts discussing results
- Media attendance and coverage of event
- Specific responsibilities include:
  1. Identifying venue
  2. Arranging technology at venue
  3. Arranging logistics/catering at venue
  4. Hiring consultants as necessary
  5. Identifying & securing panelists
  6. Briefing panelists and coordinating content
  7. Identifying journalists to attend
  8. Arranging media coverage of election based on this live events

**Press Materials**

- Press release about event
- Media advisory follow up about event
- Talking points for media attending
- Briefing paper about election for panelists
- Briefing paper about panelists for client
- Follow up summary of event and reporters attending

**Fee**

- \$265,000
- Includes all elements of this assignment, such as:
  1. administration
  2. venue costs
  3. panelist compensation
  4. consultants/staffing
  5. technology
  6. miscellaneous expenses
  7. Foreign Agent Registration Act compliance/legal fees
  8. note: this assignment does not include issues advocacy, nor lobbying, nor development of "information materials (as defined by U.S. Foreign Agent Registration Act), nor advertising